

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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On The Move, Inc.,

Plaintiff,

v.

Trucknology, Inc. a/k/a The Bronx Truck Rental Corp.  
and Eugene Greenbaum,

Defendants.  
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: 08 Civ. 2533 (DAB) (JCF)  
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: **AFFIDAVIT OF**  
: **MARK A. ULFIG**  
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STATE OF TEXAS            )  
                                  ) ss:  
COUNTY OF KENDALL    )

MARK A. ULFIG, being duly sworn, deposes and says as follows:

1. I am the President and Chief Executive Officer of plaintiff On The Move, Inc. ("Plaintiff" or "OTM").

2. I make this affidavit in support of OTM's motion for an order compelling compliance with previous orders of the Court and for an order of contempt directed against defendants Trucknology, Inc. a/k/a The Bronx Rental Corp. ("Trucknology") and Eugene Greenbaum ("Greenbaum," collectively with Trucknology, "Defendants") for their purposeful flouting of the Court's Order Confirming Orders of Seizure, dated May 14, 2008 (the "Confirming Order"), which confirmed the *ex parte* Orders of Seizure and Temporary Restraining Orders granted to OTM on April 10, 2008 and April 24, 2008 (collectively, the "Orders of Seizure"). (The Confirming Order and the Orders of Seizure are annexed hereto as Exhibits A and B, respectively.)

3. Specifically, despite defendant Greenbaum's representations to the United States Marshal for the Southern District of New York (the "U.S. Marshal") that he could not "account" for several of the missing trucks (the "Trucks") at issue here, almost two months after the U.S. Marshal executed on the Orders of Seizure, and almost one month after the Court issued its Confirming Order, the Yonkers police pulled over one of the Trucks and impounded it as a stolen vehicle. As described in detail below, it was thereafter discovered that Greenbaum, on behalf of Trucknology, was continuing to rent out the Truck to third parties. It also was discovered that Greenbaum has been instructing his employees to change fraudulent "temporary" plates on the Trucks in his possession every 20 days, most likely to elude detection of the Trucks as stolen property.

4. It is beyond real argument that Defendants have purposefully flouted the relevant Orders of this Court, forcing OTM to make this motion because of their contumacious behavior, specifically their interference with the seizure by the U.S. Marshal of the Trucks, including their failure to turn over the Trucks that remain wrongfully in their possession, as well as their continuing to operate, conceal and lease the Trucks, all to Plaintiff's detriment and all despite clear Court Orders prohibiting such conduct.

### **Background**

5. By way of brief background, OTM commenced this action against Defendants for the recovery of the Trucks, as well as for breach of contract, conversion, and declaratory and injunctive relief.

6. OTM moved for the Orders of Seizure and Temporary Restraining Order without notice to the Defendants based on their blatant, groundless and continuing refusal to return the Trucks, which are by their very nature mobile.

7. The Orders of Seizure granted by the Court, in relevant part, state as follows:

- it appears from the Papers that Plaintiff is entitled to possession of the chattel, that is the trucks (the 'Property') . . . , that the Trucks are being wrongfully withheld by defendants . . . , and that unless such Order is granted *ex parte* the Property may become unavailable for seizure by reason of being transferred, concealed, disposed of, or removed from the State of New York or will become substantially impaired in value;
- Plaintiff, on whose behalf the Court issues this Order, is authorized under the supervision and with the assistance of the United States Marshall [sic] . . . , to take all necessary steps to secure and remove the following property: 49 trucks, that is, the Property, as set out on the schedule of inventory immediately annexed hereto, located at [1130] and [1144] Zerega Avenue, Bronx, New York 10462 (the 'Premises');
- anyone interfering with the execution of this Order is subject to arrest by the U.S. Marshal and/or his or her representative; and
- Defendants, their members, officers, employees, servants, agents, attorneys, affiliates, subsidiaries, and all other persons acting on behalf of or in concert with Defendants, are enjoined and restrained from operating, concealing, parting with, disposing of or transferring the Property.

8. On April 25, 2008, pursuant to the Orders of Seizure, the U.S. Marshal seized 35 trucks from Trucknology's Bronx location. (At the direction of the U.S. Marshal, one additional Truck was provided by Defendants after April 25.)

9. The Marshal did not recover all of the Trucks, however, and several trucks remained missing. A copy of the spreadsheet, marked up and signed by the U.S. Marshal, noting both the Trucks that were seized and listing the Trucks that remained missing, is annexed as Exhibit C.

10. Greenbaum could not "account" for the majority of the Trucks that were missing from Trucknology's premises on the date of the seizure. Thereafter, however, OTM was able to either locate certain missing Trucks or, through its repossession agent, recover others from Defendants.

11. While OTM was able to account for the vast majority of the Trucks, three (3) “HINO” trucks (the “HINO Trucks”) were never located and Greenbaum continued to profess ignorance as to their whereabouts. Notably, the HINO Trucks are late model, are in very good condition and have a high re-sale value, unlike the majority of the Trucks that OTM was able to recover with the assistance of the U.S. Marshal or through its repossession agent. (A schedule which contains OTM’s file number for the HINO Trucks, the HINO Truck’s vehicle identification number (“VIN”), and a description of each HINO Truck, is annexed hereto as Exhibit D.)

12. As of this date, Defendants also have failed to turnover or account for another vehicle leased to them and under their control. This vehicle is a 2005 Ford E-350 (the “Ford Truck”). (OTM’s file number for the missing Ford Truck, its VIN, and a description of the missing Ford Truck, is included within the schedule annexed hereto as Exhibit D.)

13. On April 30, 2008, pursuant to Fed. R. Civ. Pro. 64 and N.Y. CPLR 7102(d)(4), OTM moved to confirm the Orders of Seizure, which motion, as stated, was granted by the Court on May 14, 2008.

14. At no point have Defendants ever set forth any defense to OTM’s ownership and superior right to the Trucks, perhaps because they have no such defense, and nor have they ever defended their blatant, groundless and continuing refusal to return the Trucks.

**Defendants’ Contumacious Actions, Including Using Stolen Property for Their Benefit**

15. Despite Greenbaum’s representations to the U.S. Marshal that he could not “account” for several of the missing Trucks, including the HINO Trucks, on June 12, 2008, almost two months after the U.S. Marshal had executed on the Orders of Seizure, and almost one month after the Court issued its Confirming Order, the Yonkers police pulled over one of the

HINO Trucks and impounded it as a stolen vehicle. The Truck subsequently was released to OTM as its owner. (A copy of the Yonkers Police Department report is annexed hereto as Exhibit E.)

16. During the course of the police investigation, it was discovered that Greenbaum, on behalf of Trucknology, had rented the HINO Truck for \$600 per week to the gentlemen who were found driving the Truck. It was also discovered that Greenbaum has been instructing his employees to change the fraudulent "temporary" plates on the Trucks in his possession every 20 days.

17. Specifically, the statement of Mark A. Lorenzo, who upon information and belief was in the Truck on the day it was impounded as stolen by the Yonkers police, relates the following:

While on South Broadway we got stopped by the police and they told us the truck was stolen. My boss rented the truck from Truckology at 1130 Zerega Ave. Bronx New York. My boss rents the truck long term and he pays the boss Gene approximately \$600.00 a week. Gene is a white male approximately 40 years old and I believe he is the owner of Truckology Truck rental. Gene instructed his workers to change the temporary Texas plates every 20 days and when I was with him the plates were changed three different times and they always had the number 099 on it.

(Emphasis added.) A copy of Mr. Lorenzo's sworn statement is attached hereto as Exhibit F.

18. A second sworn statement of another gentlemen, Juan Andujar, who upon further information and belief also was in the Truck on the day it was impounded as stolen by the Yonkers police, is annexed hereto as Exhibit G. Mr. Andujar's statement is consistent in all respects with Mr. Lorenzo's.

19. Therefore, it is clear that Defendants have not complied with the Court's Confirming Order and Orders of Seizure, including by failing to comply with the direction that

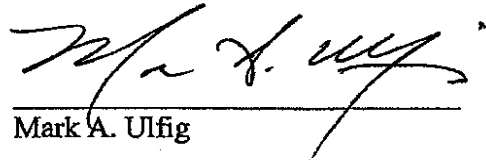
they not interfere with the U.S. Marshal's seizure of the Trucks, and are continuing to operate, conceal and lease the Trucks to OTM's detriment.

20. As for Mr. Lorenzo and Mr. Andujar's statement concerning Greenbaum's directing his employees to change the Texas temporary plates every 20 days, all of which have the number "099," attached hereto as Exhibit H is a copy of one such fraudulent Texas temporary plate. While on a visit to the auction house which is storing and selling OTM's vehicles, I removed this fraudulent temporary plate from one of OTM's Trucks that was seized from Defendants. Notably, at the auction house, there were several other vehicles owned by OTM that had been recovered from Defendants with fraudulent Texas temporary plates. All the temporary plates contained the same serial number, "099," along with a fraudulent date of sale.

21. I know from my industry experience that Texas temporary plates are serially numbered, that is, every such plate has a different number, and therefore it is impossible for multiple plates to legitimately have the same serial number, "099." Plates also expire 20 days from the stated date of sale.

22. Upon information and belief, it is clear that Greenbaum obtained possession of a temporary Texas plate, photocopied that plate, and filled in false information on the plate, that is, that his company "Truck Maxx" was the "Buyer" of the vehicle, and inserted false dates of sale. Of course, OTM, and not "Truck Maxx" or any other entity affiliated with Defendants, is the owner of the Trucks, which were purchased on dates other than those set forth on the fraudulent Texas temporary plates.

23. Based on Defendants' blatant flouting of the relevant Orders, and other contumacious behavior, it is respectfully requested that the Court issue: (a) an Order compelling Defendants to comply with the Confirming Order and Orders of Seizure and deliver the property which remains in its possession, that is the two (2) missing HINO Trucks and the missing Ford Truck, to the U.S. Marshal, on a date set by the U.S. Marshal, or to OTM or its agents within two (2) business days of the Court's order on the instant motion; (b) an Order of Contempt (i) assessing fines in an amount to be set by the Court if Defendants fail to turn over the property within the date set by the Marshal or the two (2) day time period if delivered to OTM or its agents; (ii) assessing damages against Defendants in the amount of \$10,000 for failing to turn over the property at issue and depriving Plaintiff of the use thereof, and forcing OTM to incur additional expenses to recover its property;<sup>1</sup> (iii) awarding reasonable attorneys' fees incurred by Plaintiff in being forced to make the instant motion; and an Order awarding such other and further relief as this Court may deem just and proper.

  
Mark A. Ufig

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<sup>1</sup> The amount of requested damages is a conservative estimate of the money OTM has lost by being deprived of the use of its property, as well as the costs incurred in being forced to seize its property. Further, the requested damage amount only encompasses the time period since the April 25, 2008 seizure, and does not seek to address the damages incurred over the many months before that date when Defendants willfully, and without any justification, refused to turn over OTM's property.

The State of Texas

County of Kendall

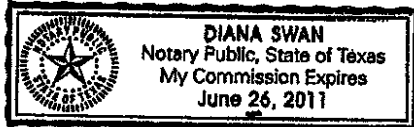
Before me, a Notary Public, on this day personally appeared Mark A. Ulfig, President & Chief Executive Officer of On The Move, Inc., known to me (or proved to me on the oath of \_\_\_\_\_) to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 25<sup>th</sup> day of June, A.D. 2008



Diana Swan  
Notary Public, State of Texas

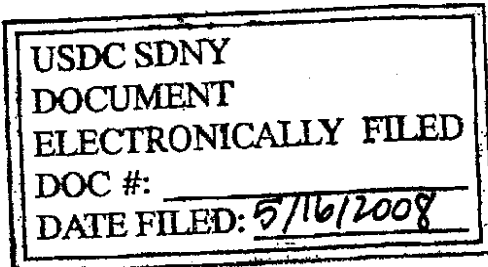
(PERSONALIZED SEAL)



DIANA SWAN  
(Print name of Notary Public here)

My commission expires the 26<sup>th</sup> day of June 2011  
~~2008~~





UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----  
ON THE MOVE, INC.,

Plaintiff,

v.

TRUCKNOLOGY, INC. A/K/A THE BRONX TRUCK  
RENTAL CORP and EUGENE GREENBAUM,

Defendants.  
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x  
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: 08 Civ. 2533 (DAB) (JCF)  
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: ORDER CONFIRMING  
: ORDERS OF SEIZURE  
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x

Batts, D.J.

Plaintiff On The Move, Inc. ("OTM") commenced this action by filing a Summons and Complaint on March 13, 2008.

On April 10, 2008, OTM moved pursuant to Fed. R. Civ. Pro. 64 and N.Y. CPLR § 7102 for an *ex parte* Order of Seizure and Temporary Restraining Order respecting certain chattel, that is 49 trucks (the "Trucks"), based on the affidavit of Mark A. Ulfig, President and Chief Executive Officer of OTM, sworn to April 7, 2008, the exhibits attached thereto, and the accompanying Memorandum of Law dated April 10, 2008.

On April 10, 2008, the Court issued an *ex parte* Order of Seizure and Temporary Restraining Order (the "April 10 Order of Seizure"), conditioned on OTM's filing an undertaking in the amount of \$855,050 (the "Undertaking").

On April 17, 2008, OTM filed the Undertaking with the Court.

On April 24, 2008, OTM moved for an additional *ex parte* Order of Seizure respecting the Trucks, based on its prior submissions and the Undertaking, and the affidavit of Karen S. Frieman, sworn to April 24, 2008, and the exhibits annexed thereto.

On April 24, 2008, the Court issued the additional *ex parte* Order of Seizure and Temporary Restraining Order (with the April 10 Order of Seizure, the "Orders of Seizure").

On April 25, 2008, pursuant to the Orders of Seizure and under the authority, supervision and with the assistance of the United States Marshal for the Southern District of New York, OTM seized 34 of the Trucks, and on April 29, 2008, defendants delivered one additional Truck.

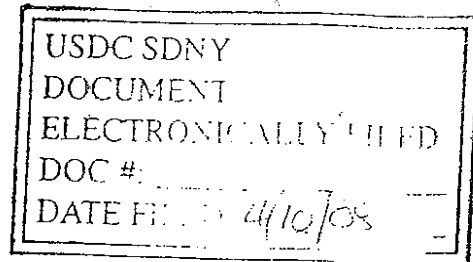
On April 30, 2008, that is within 5 days of seizure of the Trucks, OTM made a motion pursuant to Fed. R. Civ. Pro. 64 and N.Y. CPLR 7102(d)(4) to confirm the orders of seizure based upon the affidavit of Mark A. Ulfig, who is, as stated, the President and Chief Executive Officer of OTM, sworn to April 29, 2008, and the exhibits attached thereto.

Based upon its review of OTM's submissions, and upon all the pleadings, proceedings and submissions heretofore had herein, the Court grants OTM's motion for an Order pursuant to Fed. R. Civ. Pro. 64 and N.Y. CPLR 7102(d)(4) and (a) hereby confirms the Orders of Seizure and (b) directs the custodian or substitute custodian to deliver the Trucks seized on April 25, 2008 to OTM.

Dated: May 14, 2008  
New York, New York

SO ORDERED:

  
\_\_\_\_\_  
U.S.D.J.



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

ON THE MOVE, INC.,

Plaintiff,

v.

TRUCKNOLOGY, INC. A/K/A THE BRONX TRUCK  
RENTAL CORP and EUGENE GREENBAUM,

Defendants.

08 Civ. 2533 (DAB) (JCF)

EX PARTE ORDER OF  
SEIZURE AND TEMPORARY  
RESTRAINING ORDER

Upon the annexed Affidavit of Mark A. Ulfig ("Ulfig Affidavit"), President and Chief Executive Officer of plaintiff On The Move, Inc. ("Plaintiff"), sworn to April 7, 2008, and upon all the exhibits annexed thereto, including the Summons and Complaint, and the accompanying Memorandum of Law in Support of Plaintiff's Motion for an Order of Seizure and Temporary Restraining Order (the "Papers"), all in support of Plaintiff's motion pursuant to N.Y. CPLR § 7102 for an *ex parte* order of seizure, it is hereby,

**ORDERED** that it appears from the Papers that Plaintiff is entitled to possession of the chattel, that is the trucks (the "Property") described in the Ulfig Affidavit, including as specifically described in Exhibit A thereto, that the Trucks are being wrongfully withheld by defendants Trucknology, Inc. and Eugene Greenbaum (collectively, "Defendants"), and that unless such Order is granted *ex parte* the Property may become unavailable for seizure by reason of being transferred, concealed, disposed of, or removed from the State of New York or will become substantially impaired in value, and upon the condition that the Plaintiff file an undertaking with the Court in the amount of \$ 855,050.00 (that is, twice the amount of the value of the Trucks as set forth in the Ulfig Affidavit), in substantially the form annexed to the Ulfig Affidavit as Exhibit B, and it is further

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ORDERED that Plaintiff, on whose behalf the Court issues this Order, is authorized under the supervision and with the assistance of the United States Marshal for the Southern District of New York (the "U.S. Marshal"), to take all necessary steps to secure and remove the following property: 49 trucks, that is, the Property, as set out on the schedule of inventory immediately annexed hereto, located at 1130 and or 1130-D Zerega Avenue, Bronx, New York 10462 (the "Premises"), and 137 Saw Mill River Road, Yonkers, New York 10701 (the "Yonkers Premises"), including breaking open, entering and searching for the Property and placing it with an appropriate storage facility, and it is further

ORDERED that anyone interfering with the execution of this Order is subject to arrest by the U.S. Marshal and/or his or her representative, and it is further

ORDERED that Plaintiff, on whose behalf the Court issues this Order, will account completely for all Property seized pursuant to this Order and shall compile a written inventory of all such Property and shall provide a copy to the U.S. Marshal, who shall include such a copy with his return to the Court, and it is further

ORDERED that Plaintiff, on whose behalf the Court issues this Order, will act as substitute custodian of any and all Property seized pursuant to this Order and shall hold harmless the U.S. Marshals Service and its employees from any and all claims, asserted in any court or tribunal, arising from any acts, incidents, or occurrences in connection with the seizure and possession of the Property, including any third-party claims, and it is further

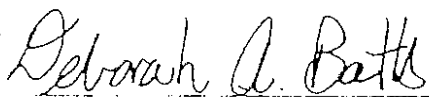
ORDERED that the U.S. Marshall is directed to serve the person or entity from whose possession the Property is seized and Defendants with a certified copy of this Order along with the Papers upon which it is granted, that is the Summons and Complaint, Ulfing Affidavit and the undertaking, in the same manner as a summons and complaint, and it is further

ORDERED that pending a final determination of this motion, Defendants, their members, officers, employees, servants, agents, attorneys, affiliates, subsidiaries, and all other persons acting on behalf of or in concert with Defendants, are enjoined and restrained from operating, concealing, parting with, disposing of or transferring the Property, and it is further

ORDERED that pursuant to N.Y. CPLR § 7102(d)(4), Plaintiff shall move to confirm this Order within 5 days of the seizure of the Property, and the motion to confirm, along with the papers upon which the Order is based, must be served by first class mail and electronic mail upon Defendants, which shall be deemed good and sufficient service.

THE CAPTIONED MATTER IS BROUGHT TO SEIZE AND RECOVER THE  
CHATELS DESCRIBED ABOVE

SO ORDERED:

  
U.S.D.J. 4/10/08

[2816]

00003028.XLS

A	B	C	D	E	F	G	H
1	FILE#	Lease Agreement	VIN Number	Vehicle Description	Model Year	Vehicle Make	Vehicle Model
2							Residual Value
3	2624		3FDNF85242MA10317	02 FORD F-650 DIESEL 26' ABC W	2002	FORD	F-650
4	2791		1FDWE35L93HA15016	03 FORD E-350 14' AEROCELL	2003	FORD	E-350
5	2824	Lease under one lease agreement	1FDWE35L23HA75185	03 FORD E-350 14' AEROCELL	2003	FORD	E-350
6	2827	Lease agreement	1FDWE35L83HA15055	03 FORD E-350 14' AEROCELL	2003	FORD	E-350
7							
8	3235		1FDSE35L63HB77202	03 FORD E-350 12' SRW	2003	FORD	E-350
9							
10	3876		1FTRE14292HA42892	02 FORD E-150 CARGOVAN	2002	FORD	E-150
11	3879		1FDWE35L24HA69727	04 FORD E-350	2004	FORD	E-350
12	4054	Lease under one lease agreement	1FDXE45S94HA27546	04 FORD E-450 16' ROCKPORT W/LIFT	2004	FORD	E-450
13	4055	Lease agreement	1FDXE45S64HA27542	04 FORD E-450 16' ROCKPORT W/LIFT	2004	FORD	E-450
14	4328		1FTSW21575EA48019	05 FORD F-250 SNOW PLOW	2005	FORD	F-250
15	4687	Lease under one lease agreement	5PVE8JT052S11693	05 HINO NE8JT 24' SUPREME	2005	HINO	NE8JT
16	4688	Lease agreement	5PVE8JT552S11656	05 HINO NE8JT 24' SUPREME	2005	HINO	NE8JT
17							
18	4702	Lease under one lease agreement	2FZACFC15aU95893	05 STERLING ACTERRA 24' MORGAN	2005	STERLING	ACTERRA
19	4703	Lease agreement	2FZACFC155AU95900	05 STERLING ACTERRA 24' MORGAN	2005	STERLING	ACTERRA
20	4714		JHBA6JK351S10123	05 HINO NA145 16' MORGAN	2005	HINO	NA145
21	4736		JHBC6JM351S10148	BODIES	2005	HINO	NC185
22	4875	Lease under one lease agreement	5PVE8JT062S12036	SUPREME W/LIFTGATE	2006	TOYOTA	NE268T HINO
23							
24	4877		5PVE8JT462S12041	SUPREME W/LIFTGATE	2006	TOYOTA	NE268T HINO
25	4878		5PVE8JT662S11991	SUPREME W/LIFTGATE	2006	TOYOTA	NE268T HINO
26	4888		1FBSS31L46HA05195	06 FORD E-350 WAGON	2006	FORD	E-350
27	4889		1FBSS31L76HA33203	06 FORD E-350 VAN	2006	FORD	E-350
28	4894	Lease under one lease agreement	1GNEK13Z05J223535	05 CHEVROLET TAHOE	2005	CHEVROLET	TAHOE
29	4895	Lease agreement	1GNEK13Z65J224334	05 CHEVROLET TAHOE	2005	CHEVROLET	TAHOE
30	4896		1GNDT13S452382922	05 CHEVROLET TRAILBLAZER	2005	CHEVROLET	TRAILBLAZER
31	4898	Lease under one lease agreement	2CNDL23F356206542	05 CHEVROLET EQUINOX	2005	CHEVROLET	EQUINOX
32	4899	Lease agreement	2CNDL23F356207173	05 CHEVROLET EQUINOX	2005	CHEVROLET	EQUINOX
33	4975		5PVE8JT762S12034	06 HINO 268 24' SUPREME	2006	HINO	268
							\$13,700.00
							\$13,700.00
							\$13,700.00
							\$6,450.00
							\$6,550.00
							\$7,988.00
							\$7,988.00
							\$6,015.00
							\$5,320.00
							\$5,320.00
							\$13,700.00



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	A	B	C	D	E	F	G	H	
34	4997	Files under one lease agreement	1FDWE35L45HB48821	05 FORD E-350 14' AEROCELL	2005	FORD	E-350	\$6,800.00	
35	4999		1FDWE35L15HB44161	05 FORD E-350 14' AEROCELL	2005	FORD	E-350	\$6,800.00	
36									
37	5002			1FDWE35L56HA32559	06 FORD E-350 14' AEROCELL	2006	FORD	E-350	\$6,800.00
38	5003			1FDWE35L16HA32560	06 FORD E-350 14' AEROCELL	2006	FORD	E-350	\$6,800.00
39	5004		1FDWE35L36HA32561	06 FORD E-350 14' AEROCELL	2006	FORD	E-350	\$6,800.00	
40	5005		1FDWE35L56HA32562	06 FORD E-350 14' AEROCELL	2006	FORD	E-350	\$6,800.00	
41									
42	5012	Files under one lease agreement	1FDSE35L76HA76402	06 FORD E-350 12' AEROCELL SRW	2006	FORD	E-350	\$6,550.00	
43	5013		1FDSE35L96HA76403	06 FORD E-350 12' AEROCELL SRW	2006	FORD	E-350	\$6,550.00	
44	5058			5PVNE8JT962512049	06 HINO 268 24' SUPREME	2006	HINO	268	\$13,700.00
45	5186			1FDSE35LX6HB14446	06 FORD E-350 12' UNICELL SRW	2006	FORD	E-350	\$6,550.00
46									
47									
48	6030	Files under one lease agreement	5PVND8JT962S10336	06 HINO 238 20' KIDRON	2006	HINO	238	\$12,990.00	
49	6031		5PVND8JT362S10395	06 HINO 238 20' KIDRON	2006	HINO	238	\$12,990.00	
50	6032		5PVNE8JV562S50086	06 HINO 268 26' KIDRON	2006	HINO	268	\$14,500.00	
51									
52									
53	6043	Files under one lease agreement	1FDXE45S15HA45695	05 FORD E-450 17' UNICELL	2005	FORD	E-450	\$7,400.00	
54	6044		1FDXE45S85HA31891	05 FORD E-450 17' UNICELL	2005	FORD	E-450	\$7,400.00	
55	6045		1FDXE45S65HA31906	05 FORD E-450 17' UNICELL	2005	FORD	E-450	\$7,400.00	
56	6046		1FDXE45S05HA45705	05 FORD E-450 17' UNICELL	2005	FORD	E-450	\$7,400.00	
57	6047		1FDXE45SSX5A31911	05 FORD E-450 17' UNICELL	2005	FORD	E-450	\$7,400.00	
58	6048		1FDXE45S75HA45684	05 FORD E-450 17' UNICELL	2005	FORD	E-450	\$7,400.00	
59	6049		1FDXE45S45HA45707	05 FORD E-450 17' UNICELL	2005	FORD	E-450	\$7,400.00	
60	6050		1FDXE45S35HA31913	05 FORD E-450 17' UNICELL	2005	FORD	E-450	\$7,400.00	
61	6051		1FDXE45SX5HA31889	05 FORD E-450 17' UNICELL	2005	FORD	E-450	\$7,400.00	
62									
63		49 Vehicles						\$427,525.00	
64		Total							
65									
66									

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

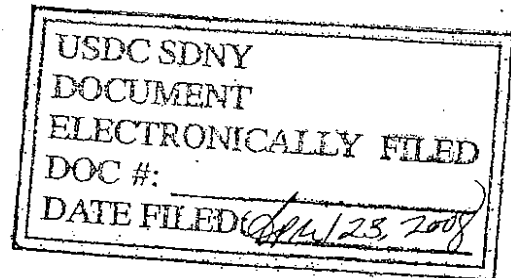
ON THE MOVE, INC.,

Plaintiff,

v.

TRUCKNOLOGY, INC. A/K/A THE BRONX TRUCK  
RENTAL CORP and EUGENE GREENBAUM,

Defendants.



08 Civ. 2533 (DAB) (JCF)

**EX PARTE ORDER OF  
SEIZURE AND TEMPORARY  
RESTRAINING ORDER**

Upon the Affidavit of Mark A. Ulfig ("Ulfig Affidavit"), President and Chief Executive Officer of plaintiff On The Move, Inc. ("Plaintiff"), sworn to April 7, 2008 and previously filed with this Court on April 10, 2008, all the exhibits annexed thereto, including the Summons and Complaint, the Memorandum of Law in Support of Plaintiff's Motion for an Order of Seizure and Temporary Restraining Order, also previously filed with this Court on April 10, 2008, and the attached Affidavit of Karen S. Frieman (the "Frieman Aff."), sworn to April 24, 2008 (the "Papers"), all in support of Plaintiff's motion pursuant to N.Y. CPLR § 7102 for an *ex parte* order of seizure, it is hereby,

**ORDERED** that it appears from the Papers that Plaintiff is entitled to possession of the chattel, that is the trucks (the "Property") described in the Ulfig Affidavit, including as specifically described in Exhibit A thereto, that the Trucks are being wrongfully withheld by defendants Trucknology, Inc. and Eugene Greenbaum (collectively, "Defendants"), and that unless such Order is granted *ex parte* the Property may become unavailable for seizure by reason of being transferred, concealed, disposed of, or removed from the State of New York or will become substantially impaired in value, and upon the condition that, in accordance with the Order of this Court dated April 10, 2008, the Plaintiff has previously filed on or about April 17,



2008, an undertaking with the Court in the amount of \$ 855,050.00 (that is, twice the amount of the value of the Trucks as set forth in the Ulfig Affidavit) (the "Bond"), and it is further

**ORDERED** that the Bond is good and sufficient security for the issuance of this Order, and it is further

**ORDERED** that Plaintiff, on whose behalf the Court issues this Order, is authorized under the supervision and with the assistance of the United States Marshal for the Southern District of New York (the "U.S. Marshal"), to take all necessary steps to secure and remove the following property: 49 trucks, that is, the Property, as set out on the schedule of inventory immediately annexed hereto, located at 1144 Zerega Avenue, Bronx, New York 10462 (the "Premises"), including breaking open, entering and searching for the Property and placing it with an appropriate storage facility, and it is further

**ORDERED** that anyone interfering with the execution of this Order is subject to arrest by the U.S. Marshal and/or his or her representative, and it is further

**ORDERED** that Plaintiff, on whose behalf the Court issues this Order, will account completely for all Property seized pursuant to this Order and shall compile a written inventory of all such Property and shall provide a copy to the U.S. Marshal, who shall include such a copy with his return to the Court, and it is further

**ORDERED** that Plaintiff, on whose behalf the Court issues this Order, will act as substitute custodian of any and all Property seized pursuant to this Order and shall hold harmless the U.S. Marshals Service and its employees from any and all claims, asserted in any court or tribunal, arising from any acts, incidents, or occurrences in connection with the seizure and possession of the Property, including any third-party claims, and it is further

**ORDERED** that the U.S. Marshall is directed to serve the person or entity from whose possession the Property is seized and Defendants with a certified copy of this Order along with

the Papers upon which it is granted, that is the Summons and Complaint, Ulfig Affidavit, Frieman Affidavit and the undertaking, in the same manner as a summons and complaint, and it is further

**ORDERED** that pending a final determination of this motion, Defendants, their members, officers, employees, servants, agents, attorneys, affiliates, subsidiaries, and all other persons acting on behalf of or in concert with Defendants, are enjoined and restrained from operating, concealing, parting with, disposing of or transferring the Property, and it is further

**ORDERED** that pursuant to N.Y. CPLR § 7102(d)(4), Plaintiff shall move to confirm this Order within 5 days of the seizure of the Property, and the motion to confirm, along with the papers upon which the Order is based, must be served by first class mail and electronic mail upon Defendants, which shall be deemed good and sufficient service.

**THE CAPTIONED MATTER IS BROUGHT TO SEIZE AND RECOVER THE  
CHATELS DESCRIBED ABOVE**

SO ORDERED:

*Deborah A. Batt*  
U.S.D.J. 4/24/08

[2816]

00003028.XLS

A	B	C	D	E	F	G	H
1							
2							
3	2624	3EDNE89242MA10317	02 FORD F-650 DIESEL 26' ABC W	2002	FORD	F-650	\$10,929.00
4	2791	1FDWE36L93HA15016	03 FORD E-350 14' AEROCCELL	2003	FORD	E-350	\$6,750.00
5	2824	1FDWE35L23HA15185	03 FORD E-350 14' AEROCCELL	2003	FORD	E-350	\$6,750.00
6	2827	1FDWE35L83HA15055	03 FORD E-350 14' AEROCCELL	2003	FORD	E-350	\$6,750.00
7							
8	3235	1FDSE35L63HB77202	03 FORD E-350 12' SRW	2003	FORD	E-350	\$6,650.00
9							
10	3676	1FTRE4292HA42892	02 FORD E-150 CARGOVAN	2002	FORD	E-150	\$4,285.00
11	3879	1FDWE35L24HA69727	04 FORD E-350	2004	FORD	E-350	\$6,750.00
12	4054	1FDXE45S94HA27546	04 FORD E-450 16' ROCKPORT W/LIFT	2004	FORD	E-450	\$7,100.00
13	4056	1FDXE45S64HA27542	04 FORD E-450 16' ROCKPORT W/LIFT	2004	FORD	E-450	\$7,100.00
14	4328	1FTSW21575EA48019	05 FORD F-250 SNOW PLOW	2005	FORD	F-250	\$8,200.00
15	4687	5PVNE8JT052S11693	05 HINO NE8JT 24' SUPREME	2005	HINO	NE8JT	\$13,500.00
16	4688	5PVNE8JT552S11656	05 HINO NE8HT 24' SUPREME	2005	HINO	NE8JT	\$13,500.00
17							
18	4702	2E2ACFC15AU95893	05 STERLING ACTERRA 24' MORGAN	2005	STERLING	ACTERRA	\$13,700.00
19	4703	2E2ACFC155AU95900	05 STERLING ACTERRA 24' MORGAN	2005	STERLING	ACTERRA	\$13,700.00
20	4714	JHBN6AJK351S10123	05 HINO NA145 16' MORGAN	2005	HINO	NA145	\$9,400.00
21	4736	JHBN6AJM351S10148	BODIES	2005	HINO	NC185	\$10,800.00
22	4875	6PVNE8JT062S12036	SUPREME W/LIFTGATE	2006	TOYOTA	NE268T HINO	\$13,700.00
23							
24	4877	5PVNE8JT462S12041	SUPREME W/LIFTGATE	2006	TOYOTA	NE268T HINO	\$13,700.00
25	4878	5PVNE8JT662S11991	SUPREME W/LIFTGATE	2006	TOYOTA	NE268T HINO	\$13,700.00
26	4888	1FBSS31L46HA05195	06 FORD E-350 WAGON	2006	FORD	E-350	\$6,450.00
27	4889	1FBSS31L76HA33203	06 FORD E-350 VAN	2006	FORD	E-350	\$6,550.00
28	4894	1GNEK13Z05J223535	05 CHEVROLET TAHOE	2005	CHEVROLET	TAHOE	\$7,988.00
29	4895	1GNEK13Z65J224334	05 CHEVROLET TAHOE	2005	CHEVROLET	TAHOE	\$7,988.00
30	4896	1GNDT13S452382922	05 CHEVROLET TRAILBLAZER	2005	CHEVROLET	TRAILBLAZER	\$6,015.00
31	4898	2CNDL23F356206542	05 CHEVROLET EQUINOX	2005	CHEVROLET	EQUINOX	\$5,320.00
32	4899	2CNDL23F356207173	05 CHEVROLET EQUINOX	2005	CHEVROLET	EQUINOX	\$5,320.00
33	4875	5PVNE8JT762S12034	06 HINO 268 24' SUPREME	2006	HINO	268	\$13,700.00

(1) trailer volunteered for recovery (Dance trailer)

34

4/30/08

Page 1 of 1

- Total recovered 34  
 - 2 trucks will be delivered by Monday  
 - #18 and 25  
 - Not recovered #3, 10, 22, 27, 33, 35, 42, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

[illegible]

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 4/2/2014 10:41

Count	File #	W/O	VIN	Vehicle Description	Status
39	6030	Impound	5PVND8JT962S10336	06 HINO 238 20' KIDRON	At County Towing Yonkers, NY
40	6031	Missing	5PVND8JT362S10395	06 HINO 238 20' KIDRON	Missing
41	6032	Missing	5PVNE8JV562S50086	06 HINO 238 20' KIDRON	Missing
31	4999	Missing	1FDWE35L15HB44161	05 FORD E-350 14' Aerocell	Missing

IMPOUNDED VEHICLE RELEASE FORM		YONKERS POLICE DEPARTMENT		UF-54A(12/99)	
Incident # <b>70865</b>		Date <b>6-12-08</b>		Time	
Date and time vehicle released from Yonkers Police custody: <b>6-17-08</b>					
Name and complete address of person vehicle was released to: <b>on the move 28825 14 10 west Boerne Texas 78006</b>					
Reason for release: <b>Return to owner</b>					
Authority: <b>Det Bernath</b>					
Full name and number of dispatcher notified: <b>#50</b>				Alarm has been canceled: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Dispatcher notified by whom? <b>Det Bernath</b>		Date <b>6-17-08</b>		Time <b>1251</b> <input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m.	
Full name of tow operator or agent notified: <b>County towing</b>					
Tow operator notified by whom? <b>Det Bernath</b>		Date <b>6-17-08</b>		Time <b>1251</b> <input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m.	
Make <b>Hino</b>	Model <b>238</b>	Plate <b>—</b>	State <b>—</b>	VIN <b>5PVND8JT96250336</b>	
Remarks:					
Signature of vehicle claimant:					
Desk officer: <b>Det R. Bernath</b>					
Supervisor:					

Distribution: original to vehicle claimant; copies to Records Division, Communications Division, and Command

State of New York

County of Westchester SS:

Date: 6/12/08 Time: \_\_\_\_\_

City of Yonkers

CR#: 70865 DD#: \_\_\_\_\_

I, Mark A Lorenzo, do so state that I am 32 years of age, being born on 3/15/76, in

I am presently residing at 1562 Edison Ave. Bronx NY.

I can be reached at telephone number: 347-539-5828.

I am making this statement to Detective Benash/Spano at the Detective Division of the Yonkers Police Department, in the City of Yonkers, New York.

I am making this statement freely and voluntarily without any coercion, force, fear, favor, or consideration being given to me, nor promise being made to me to make this statement. I give this statement with the full knowledge that it may be used in a criminal action at some time in the future.

Today while I was working with my boss James Wixen delivering groceries. While on South Broadway we got stopped by the police and they told us the truck was stolen. My boss rented the truck from truckology at 1130 Zerega Ave. Bronx New York. My boss rents the truck long term and he pays the boss Gene approximately \$600.00 a week. Gene is a white male approximately 40 years old and I believe he is the owner of Truckology Truck rental. Gene instructed his workers to change the temporary Texas plates every 20 days and when I was with him the plates were changed three different times and they allways had the number 099 on it.

I have read the statement above, which is the truth to the best of my knowledge, and I sign it below.

NOTICE: The making of a false statement  
in this instrument is punishable as a  
Class A Misdemeanor pursuant to  
Section 210.45 of the NYS Penal Law.

Signed: Mark A Lorenzo

Witness: Det L Benash

Witness: Det L Spano

Date: 6/12/08 Time: 6:48 p.m.



**State of New York**

**County of Westchester SS:**

**Date:** 6/12/08 **Time:** \_\_\_\_\_

**City of Yonkers**

**CR#:** 70865 **DD#:** \_\_\_\_\_

I, Juan Andujar, do so state that I am 29 years of age, being born on 8/5/78, in

I am presently residing at 550 W144 Street NYC.

I can be reached at telephone number: 212-690-2972.

I am making this statement to Detective Benash/Spano at the Detective Division of the Yonkers Police Department, in the City of Yonkers, New York.

I am making this statement freely and voluntarily without any coercion, force, fear, favor, or consideration being given to me, nor promise being made to me to make this statement. I give this statement with the full knowledge that it may be used in a criminal action at some time in the future.

Today I was working with my boss James Wixen driving a truck delivering groceries in Yonkers. While on South Broadway I was stopped by the Yonkers Police and they told me that the truck was stolen. All I know about the truck is that my boss rents it long term from Truckology in the Bronx. The truck allways has a temporary Texas license plate with the number 99 on it.

I have read the statement above, which is the truth to the best of my knowledge, and I sign it below.

**NOTICE:** The making of a false statement  
in this instrument is punishable as a  
Class A Misdemeanor pursuant to  
Section 210.45 of the NYS Penal Law.

Signed: Juan Andujar

Witness: [Signature]

Witness: [Signature]

Date: 6/12/08 Time: 7:05 PM



TEXAS BUYER

# UNTITLED VEHICLE

099

DEALER MUST APPLY  
FOR TITLE & REGISTRATION  
OF VEHICLE WITHIN 20  
WORKING DAYS FROM  
THE DATE SOLD

DATE SOLD: 4-18-08

BUYERS NAME TRUCKMAXX

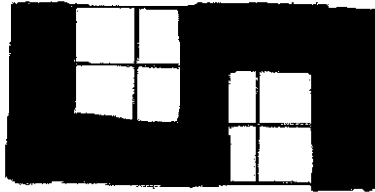
VIN 1FDXE45S05HA45705

SOLD BY: THE K W NASH GROUP INC

P57647 - BOERNE



MONTH  
EXPIRES



DAY  
EXPIRES

